



## Wisconsin Department of Commerce Bureau of PECFA

### Bid Document

#### SECTION 1 - Scope of Work:

The site owners/potential responsible parties for five sites are seeking competitive bids to perform remedial activity services on petroleum releases from regulated petroleum product storage tank systems. The sites upon which bids are being solicited are:

**Bid Round Number: 25**

**Abbottsford Bundle**

<b>Comm Number:</b>	<b>54405-9999-13</b>	<b>54405-9801-01</b>
<b>BRRTS Number:</b>	<b>03-10-001365</b>	<b>03-10-001270</b>
<b>Site Name:</b>	<b>Abbottsford Auto Stop</b>	<b>Petro Pantry</b>
<b>Site Address:</b>	<b>Highway 29 &amp; 13, Abbottsford</b>	<b>301 E Spruce St, Abbottsford</b>
<b>Comm Number:</b>	<b>54405-9661-02</b>	<b>54405-9575-01</b>
<b>BRRTS Number:</b>	<b>03-37-153305</b>	<b>03-10-179441</b>
<b>Site Name:</b>	<b>Abbottsford Oil Co Inc</b>	<b>Cliff's Service</b>
<b>Site Address:</b>	<b>402 E Spruce St, Abbottsford</b>	<b>101 E Spruce St, Abbottsford</b>
<b>Comm Number:</b>	<b>54405-9575-00</b>	
<b>BRRTS Number:</b>	<b>03-10-203873</b>	
<b>Site Name:</b>	<b>McKee Auto (Former R&amp;J's)</b>	
<b>Site Address:</b>	<b>100 E Spruce St, Abbottsford</b>	

**Project Manager:** Jack Eslien  
**Project Manager address:** PO Box 4001 Eau Claire WI 54702-4001  
**Project Manager phone:** 715-839-3738  
**Project Manager e-mail address:** [Jack.Eslein@dnr.state.wi.us](mailto:Jack.Eslein@dnr.state.wi.us)

<b>Bid Announcement Date</b>	<b>4/ 7/03</b>
<b>Questions or requests for information must be submitted in writing and received by:</b>	<b>4/21/03 4:00 PM</b>
<b>Responses to the questions will be posted (and if requested, sent in writing) by:</b>	<b>5/9/03</b>
<b>Bid End Date and Time:</b>	<b>5/23/03 by Noon</b>

**\* PLEASE NOTE:** Due to the size of the case file and the complexity of the multiple sites, all reports, upon which bids are being sought are available for inspection at:

**Department of Natural Resources, 1300 W Clairemont, Eau Claire WI**

\* Please contact the project manager listed above to make an appointment to review the file or to make arrangements to have certain reports sent to the copy shop.

\* If arrangements have been made with the project manager to have copies of the reports made, copies of the reports can be purchased for the cost of reproduction and handling at the following address:

**Quality Quick Print, 1213 Menomonie St, Eau Claire WI 54703**

**Phone: (715) 836-0049 Fax: (715) 715-836-7704**

## **SECTION 2 - Site Specific Bid Specification Requirements:**

### **A) Project Manager Comments**

#### **1) General Comments:**

These sites are bundled due to two co-mingled plumes. Although separate groundwater contaminate plumes exist, Commerce and DNR will be selecting one consultant to complete the workscope. The sites are directly up-gradient from a municipal well with verified petroleum contamination above the PAL. Approximately 12 gallons of free product has been recovered from monitoring well MW-7 and 8 gallons from monitoring wells PPMW2 and PPMW7. Free product has also been observed in two other monitoring points.

#### **PECFA Funding / Cost Separation**

It has been determined that two separate groundwater contaminate co-mingled plumes exist at the properties. Therefore, the costs associated with additional activities at the sites will be shared between the responsible parties. The cost separation methodology will be based on the percent ratio of monitoring wells containing Free Phase Product of each groundwater contaminate plume. Cost separation is defined in the Minimal Remedial Requirements.

#### **2) The following Environmental Factor(s) were identified in the Site Investigation Report for this site:**

- ☐ Documented expansion of the plume margin.
- ☒ Verified contaminant concentrations in a private or public potable well that exceeds the preventive action limit established under ch. 160, Stats..
- ☒ Contamination within bedrock or within 1 meter of bedrock.
- ☒ Petroleum product that is not in the dissolved phase is present with a thickness of .01 feet or more, and verified by more than one sampling event.
- ☐ Documented contamination discharges to a surface water or wetland.

#### **3) Minimum Remedial Requirements:**

##### **Groundwater Contaminate Plume #1**

This first plume involves the properties of McKee Auto and Cliff's Service Station. Based on the above methodology, Commerce has determined a 70% to 30% split in PECFA funding concerning groundwater contaminate plume number 1. This cost separation methodology allocates that 70% of the cost for these activities will fall upon the RP of Cliff' Service Station and the remaining 30% will fall upon the RP of McKee Auto. The consulting firm that performs the additional activities will be responsible for invoicing with a 70-30 ratio. In the event that one of the two

sites are closed before completing this workscope a separation of costs will no longer exist and therefore the remaining RP will be responsible for 100% of the costs for the remaining workscope.

This groundwater contaminate plume exists between the properties of McKee Auto, and Cliff's Service Station. The monitoring wells that will be included concerning this contaminate plume will be wells: MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-7P, MW-8, MW-9, MW-9P, MW-10, MW-11, MW-12, (MW wells also referred to as CSMW in some reports) ABMW-10, and ABPZ-11. Also, wells MMW-1, MMW-2, MMW-3, MMW-4, MMW-5, MMW-6, and MPZ-11.

#### Phase I

Bromide tracer injection in the active UST system at Cliff's Station.

Complete one sample round of all monitoring wells from the two sites. Groundwater samples will be analyzed for PVOCs, 1,2-DCA, and natural attenuation parameters (i.e. dissolved oxygen, nitrate-nitrite, iron II and iron III), as well as Bromide. Take water levels and record level of any product.

Coordinate with the City of Abbotsford and sample municipal well No. 5.

#### Phase II

Four years of groundwater monitoring. On a semi-annual basis, sample MMW-3, MMW-4, MMW-5, MPZ-1, MW-2, MW-3, MW-4, MW-7, MW-7P, MW-11, ABMW-10, ABMW-11, and ABPZ-11. Groundwater samples will be analyzed for PVOCs, 1,2-DCA, and natural attenuation parameters (i.e. dissolved oxygen, nitrate-nitrite, iron II and iron III), as well as Bromide.

Municipal Well No.5 will be sampled quarterly and the results of the quarterly samples will be faxed to the project manager upon receipt. The municipal well will be sampled for PVOCs, 1,2-DCA, and Bromide.

#### Free Product Mass Reduction

Installation of one down hole Ferret Free Product Recovery System at MW-7 (Cliff's).

- To obtain product specifications and cost, view QED website <http://www.qedenv.com>.

Consultant will differentiate Time and Effort (T&E) spent on use of the Ferret at MW-7 verses the other method of free product removal at wells AOMM-1, AOMW-1P, PPMW-7, and PPMW-2.

Consultant will correlate free product levels with groundwater table fluctuations.

Consultant will include NR 140 PAL and ES levels in all tables showing lab results and all tables will be recorded on diskettes or CDs as well as paper report format.

#### Groundwater Contaminate Plume #2

The second plume involves the properties of Abbotsford Oil, Petro Pantry, and the Auto Stop. Based on the above methodology, Commerce has determined a 40%, 40%, 20% split, respectively, in PECFA funding concerning groundwater contaminate plume number 2. This cost separation methodology allocates that 40% of the cost for these activities will fall upon the RP of Abbotsford Oil, 40% to the RP of Petro Pantry, and the remaining 20% to the RP of Auto Stop. The consulting firm that performs the additional activities will be responsible for

invoicing with a 40-40-20 ratio. In the event that one of the three sites are closed before completing this workscope a new separation of costs will be determined by the consultant to be approved by DNR and Commerce.

This groundwater contaminate plume exists between the properties of Abbottsford Oil, Petro Pantry, and the Auto Stop. The monitoring wells that will be included concerning this contaminate plume will be wells: AOMW-1, AOMW-2, AOMW-3, AOMW-4, AOMW-4P, AOMW-5, AOMW-5P, AOMW-6P, AOMW-7P, AOMW-8P, ASMW-1, ASMW-2, ASMW-4, ASMW-6, ASMW-6P, ASMW-7, PPMW-1, PPMW-2, PPMW-3, PPMW-4, PPMW-5, PPMW-6, PPMW-6P, PPMW-7, PPMW-8, PPMW-9P.

#### Phase I

Complete one sample round of all monitoring wells from all three sites. Groundwater samples will be analyzed for PVOCs, 1,2-DCA, and natural attenuation parameters (i.e. dissolved oxygen, nitrate-nitrite, iron II and iron III). Take water levels and record level of any product.

#### Phase II

Four years of groundwater monitoring. On a semi-annual basis, sample AOMW-1, AOMW-1P, AOMW-2, AOMW-4P, AOMW-6P, ASMW-1, ASMW-2, ASMW-6P, PPMW-1, PPMW-4, PPMW-6, PPMW-6P, PPMW-7, and PPMW-9P. Groundwater samples will be analyzed for PVOCs, 1,2-DCA, and natural attenuation parameters (i.e. dissolved oxygen, nitrate-nitrite, iron II and iron III).

#### Free Product Mass Reduction

Removal of Free product from monitoring wells AOMM-1, AOMW-1P, PPMW-7, and PPMW-2.

Consultant will differentiate Time and Effort (T&E) spent on use of the Ferret Free Product Recovery System at MW-7 verses the other selected method of free product removal at wells AOMM-1, AOMW-1P, PPMW-7, and PPMW-2.

Consultant will correlate free product levels with groundwater table fluctuations.

Consultant will include NR 140 PAL and ES levels in all tables showing lab results and all tables will be recorded on diskettes or CDs as well as paper report format.

### **B) Bidder's Strategy for Remedial Action**

- 1) Identify the remedial strategy for the proposed workscope.
- 2) Specifically describe what element of your proposed strategy will address the environmental factors/risk factors listed above. Also describe how, when, and why it will address them.
- 3) Provide a detailed description of the work to be performed. The description shall provide sufficient detail to establish that the proposed strategy will be successful in achieving the closed remedial action status identified above.
  - a) The detailed description may include, but is not limited to the following:
    - Technologies
    - Estimated years of operation
    - Estimated tons of soil

- Approximate geometry/depth of excavation
- Reporting details
- Estimated years of monitoring
- Frequency of sampling/number of wells/parameters

4) Specifically describe how you will address off-site contamination, if applicable.

5) Specifically describe how you will address any direct contact hazards, if applicable.

### **SECTION 3 - Conditions of Bid:**

The successful bidder will be the entity that complies with all provisions of the bid specification and provides the lowest total cost, excluding interest and claim preparation costs, to a defined workscope or phase. In preparing the bid, the bidder must assume compliance with all applicable codes, including but not limited to Comm 46, Comm 47, and NR 700.

The successful bidder will be determined based upon conformance to and competitiveness under the bid protocol. The first determination will be whether the bidder has complied with all provisions of the bid. These bids will be considered responsive. From the responsive bids, the lowest total cost bid with an approvable approach will be determined. Claim and/or milestone preparation costs will not be a part of the cost cap established by this bid. These costs (\$500 maximum per claim submittal) are still eligible for PECFA reimbursement and Commerce encourages timely claim submittals at appropriate milestones. Therefore, bidding consultants should not include claim preparation costs in their bid responses.

The successful bid will be available to be viewed at the location identified in Section 1. If two or more bidders tie in the cost comparison, the bid with the lowest consulting cost will be used as the tiebreaker. All bid documents must be signed and sealed by a Professional Engineer, Professional Geologist, Hydrologist or Soil Scientist licensed by the State of Wisconsin Department of Regulation and Licensing.

The Department reserves the right to reject any and all bids that meet any of the following conditions:

- The Department believes the remedial strategy is not appropriate to a specific geologic setting.
- From the standpoint of program operations or regulatory responsibility, the Department determines it is in the best interest of the program to not accept any or all bids.

Any proposed technology or methods used in the remediation must be allowed for use in the State of Wisconsin and approvable by the Department with jurisdiction (Natural Resources or Commerce).

The name of the successful bidder, bid amount, proposed outcome and supporting documentation will be provided to the site claimant along with instructions to inform the PECFA program in writing of their intent to either:

- Use the lowest identified bidder or
- Use another service provider.

In either case, PECFA reimbursement is capped at the dollar amount of the successful bid.

A successful bid does not mean or guarantee that all costs in a resultant claim are eligible, reasonable, necessary or reimbursable under the PECFA program.

If a bidder fails to comply with a bid provision the bid response will be determined to be non-responsive. If the bid response is responsive, but not the lowest cost service provider with an appropriate approach, it will be determined to be "non-successful." Non-responsive and non-successful bidders will not be individually informed of their failure to achieve compliance with the bid specifications or to be the lowest bidder.

The successful bidder may be required to provide input to, and attend a meeting with the PECFA program and the claimant to explain the bid and the remedial approach.

Appeals, by bidders, of decisions regarding complying bids or costs are not allowed, as they do not constitute claimant reimbursement decisions under the PECFA program.

In compliance with this invitation to bid and subject to all conditions thereof, the signatory agrees to the following:

- If the signatory's bid is determined to be successful, the signatory must, within 15 days of the Department's notification, contact the claimant and confirm that they will provide the remedial services at the cost described within the Bid Response.
- That for a period of 90 days, starting with the Department's notification to the claimant, the signatory will hold firm their commitment to provide the remedial services and prices set forth in the Bid Response.

Failure to abide with the conditions stated above may result in exclusion from future PECFA Public Bidding events.

Questions, answers and interpretations will be considered an amendment of this solicitation. All answers and interpretations shall be in writing from the Program Manager identified in Section 1 of this solicitation. Neither the program nor the Department shall be legally bound by any amendments or interpretations that are not in writing. Bidders are not to contact other personnel located within the Department of Commerce/Bureau of PECFA concerning the site or the bid solicitation between the Bid Announcement Date and Bid Ending Date. After the date by which questions must be submitted by, identified in Section 1, no further questions will be addressed.

A written response will be provided at: <http://www.commerce.state.wi.us/ER/ER-PECFA-SiteBidding.html> (and mailed to all requesters of the bid package who are not able to access the web site, and who therefore request written correspondence from the program contact).

## **SECTION 5 - Instructions to Bidders:**

By submission of a bid, bidder agrees that during the period following issuance of this solicitation and prior to notification of successful bidder, bidders shall not discuss the bid or bid process except with the program contact designated in this solicitation. Bidders shall not discuss or attempt to negotiate with the claimant, other potential bidders or program staff any aspects of the bid without prior approval of the Project Manager specified. Infractions will result in rejection of the violator's bid and may also result in disqualification of the individual to provide bids and a formal complaint being lodged with the Department of Regulation and Licensing.

The bid submitted shall address all the site specific bid specification requirements identified in Section 2. The bid shall support in detail the strategy to complete a workscope, no further remedial action status, or remedial mass reduction goal which ever is applicable. A full remedial action plan is not required as part of the bid submittal. A full remedial action plan may be requested by the program.

If access to the site is necessary for the preparation of a bid, access shall be arranged through the Project Manager. If the Project Manager is not able to arrange site access, this fact will not delay the bid process or negate the comparison and potential selection from among the bids that are submitted. All costs associated with a site visit or preparation of a bid will be the responsibility of the bidder.

The Bid Process must conform to the following:

1. The Bid Response shall address all the site specific bid specification requirements identified in Section 2 and shall support in sufficient detail and succinctly the remedial strategy.
2. The total cost (in dollars) to accomplish the stated remedial phases, including all fees, reporting cost.
3. The costs specified in #4 shall separately identify consulting (non-commodity) costs.
4. The submittal must include an original and two (2) copies of the Bid Response documents signed and sealed by a Professional Engineer, Professional Geologist, Hydrologist or Soil Scientist licensed by the State of Wisconsin. Include the appropriate registration number of the professional license.
5. Bids can not be "faxed" directly to the program. Documents received by fax will not be accepted or considered.
6. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening. It is the bidder's sole responsibility to insure that these documents are received by the contact at the time indicated in this solicitation document.
7. All specifications or descriptive papers provided with the bid submission must include the bidder's telephone number and Commerce number thereon. Identify the name of the consulting firm on the 1<sup>st</sup> Page of the Bid Response.
8. The Commerce Number must be on the outside of the envelope in which the bid is submitted. The Department assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number will be placed directly under locked security until the date and time of opening. Include only one Bid Response (an original and two (2) copies) per envelope.
9. Correction of errors on the bid form: All prices and notations shall be printed in ink, typewritten or computer printed. Errors shall be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of correction fluid will be cause for rejection. No bid shall be altered or amended after the time specified for the bid end date.
10. Bidders are not to contact other personnel located within the Department of Commerce/Bureau of PECFA concerning the site or the bid solicitation between the Bid Announcement Date and Bid Ending Date.
11. Any proposed technology or methods used in the remediation must be allowed for use in the State of Wisconsin and approvable by the Department with jurisdiction (Natural Resources or Commerce).
12. From the standpoint of program operations or regulatory responsibility, the Department determines it is in the best interest of the program to not accept any or all bids.
13. If bidders consider the bid response to be proprietary information and exempt from disclosure, each part of the Bid Response must clearly marked *CONFIDENTIAL*. If any part is designated as confidential, there must be attached to that part an explanation of how the information is proprietary. The Department reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, Department or its agents for its determination in this regard.




14. The Bid Response must be appropriate to the site geologic setting.
15. Ambiguous bids, which are uncertain as to cost, time or compliance with this solicitation, will be rejected.
16. The Department reserves the right to reject any and all bids, and/or to cancel this solicitation at any time.
17. Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a bidder to acquaint themselves with existing documented conditions shall in no way relieve any obligation with respect to this bid.
18. All amendments to and interpretations of this solicitation shall be in writing from the Project Manager. Neither the Department nor the program shall be legally bound by any amendment or interpretation that is not in writing.
19. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the program in writing so as to be received five days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

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Submit Bid To Cathy Voges  
Department of Commerce PECFA Program  
201 W Washington Ave, Madison WI 53703-2790 or  
P.O. Box 8044, Madison WI 53708-8044

Telephone ( ) -  
Number:  
Fax Number: ( ) -  
e-mail Address:

_____	Professional Engineer	_____	License #
_____	Professional Geologist	_____	License #
_____	Hydrologist	_____	License #
_____	Soil Scientist	_____	License #



Seal

**Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m)].**

## BID RESPONSE

(2<sup>nd</sup> Page)

Department of Commerce PECFA Program

<b>SITE NAME:</b>	<b>Abbotsford Bundle</b>	
<b>COMMERCE NUMBERS</b>	<b>54405-9999-13</b>	<b>54405-9801-01</b>
	<b>54405-9661-02</b>	<b>54405-9575-01</b>
	<b>54405-9575-00</b>	
<b>BRRTS NUMBERS</b>	<b>03-10-001365</b>	<b>03-10-001270</b>
	<b>03-37-153305</b>	<b>03-10-179441</b>
	<b>03-10-203873</b>	

Consulting Firm phone number ( ) \_\_\_\_-\_\_\_\_

This response must address all of the site specific specifications identified in Section 2, and shall support in detail the remedial strategy. Attach additional pages if necessary. *The Commerce Number and Consulting Firm telephone number must be included on all additional pages.*